

LEON COUNTY AND CITY OF TALLAHASSEE
SOUTHEAST FARM
MEMORANDUM OF AGREEMENT

This Memorandum of Agreement (Agreement) regarding the City of Tallahassee Southeast Farm, also known as the sprayfield, hereinafter referred to as the Southeast Farm/sprayfield, is made and entered into this ____ day of _____, 2003, by and between **Leon County, a political subdivision of the State of Florida**, hereinafter referred to as "County", at 301 South Monroe Street, Tallahassee, Florida 32301; the **City of Tallahassee, Florida, a municipal corporation**, hereinafter referred to as "City", 300 South Adams Street, Tallahassee, Florida 32301.

WITNESSETH:

WHEREAS, the City owns the Southeast Farm/sprayfield, located on Tram Road, which is the site of a 3,900 +/-acre wastewater treatment and disposal system, as described in Exhibit A, attached hereto; and

WHEREAS, the area homeowners most directly impacted by the Southeast Farm/sprayfield are unincorporated Leon County residents; and

NOW, THEREFORE, in consideration of the mutual covenants and agreements of the parties, the City and County hereby agree as follows:

1. The City agrees to the restrictions listed below, which shall remain in effect as long as the City, its assigns, or successor in interest uses the Southeast Farm/sprayfield for treated effluent disposal.

A. Fixed buffer along north side of Southeast Farm/sprayfield along Tram Road: The City will continue to maintain a 400' buffer along Tram Road, hereinafter referred to as the Northern Buffer, beginning at the City's property line, excluding Tram Road right-of-way. See Exhibit B. The Northern Buffer will be maintained as long as the Southeast Farm/sprayfield is used for treated effluent disposal, and will be maintained as a no-spray naturally wooded area except as otherwise provided herein. The Northern Buffer will be maintained and managed at the City's expense, and a buffer landscape plan will be provided for maintenance and management. No conventional agricultural activity, such as cattle grazing or cultivation of fruit trees or other crops, will take place in any area of the Northern Buffer.

The City will plant additional trees and/or other landscaping to repair fire damage. The additional trees and/or landscaping planted to repair the fire damage may be irrigated with treated effluent, no matter where it is located within the Northern Buffer, until the City's Urban Forester determines it is established. The City will maintain the additional plantings in a manner consistent with the Sandhill Community standards as outlined in the Guide to Natural Communities of Florida by the Florida Natural Areas Inventory and the Department of Natural Resources, a copy of which is on file with the City's Treasurer-Clerk and the Clerk of the Board of County Commissioners as part of this Agreement. The City will submit a landscape plan to repair the fire damage at a public meeting for nearby residents, and allow an opportunity for the nearby residents to comment on and provide input on the plan.

Within the twelve (12) months after the date of this Agreement, the City will enhance the landscaping at the main entrance to the Southeast Farm/sprayfield on Tram Road to provide a Type B buffer, as described in Section 13.1 of Chapter 27 of the City's Code of Ordinances (Zoning, Site Plan and Subdivision Regulations) so that the farm buildings and stormwater ponds are less visible. A sight triangle in compliance with Section 4.5(3)(b)6, City of Tallahassee Environmental Management Ordinance, shall be maintained.

Upon completion of the above requirement to enhance the landscaping at the main entrance to the Southeast Farm/sprayfield, the City's obligation to enhance the landscaping at the main entrance shall be deemed to have been met. If the landscaping at the main entrance is substantially damaged, the City will re-establish it in accordance with the standards set forth in this paragraph within twelve (12) months.

B. Variable buffer along east side of Southeast Farm/sprayfield: The City will maintain a 400' buffer on the east side of the Southeast Farm/sprayfield south to the circumference of the future circular center pivot, or to the southern property line of Parcel No. 32-28-20-23-60000 (currently owned by George Bell, Jr.), whichever is greater, as generally depicted in Exhibit B, at which point the buffer will decrease to a minimum buffer of no less than 200' south of Parcel No. 32-28-20-23-6000 to the southern boundary of the Southeast Farm/sprayfield, hereinafter referred to as the Variable Buffer, all of which Variable Buffer shall be maintained as a no-spray wooded natural area as long as the Southeast Farm/sprayfield is used for treated effluent disposal. No conventional agricultural activity, such as cattle grazing or cultivation of fruit trees or other crops, will take place in any area of the Variable Buffer.

C. The City will not use the area east of the currently operating sprayfield as a sprayfield, Area B as shown on Exhibit B, unless the water receives advanced wastewater treatment to the quality required for public access areas by Chapter 62.610, Florida Administrative Code. D. The City will not use the Southeast Farm/sprayfield for primary or secondary treatment of domestic wastewater. No Class B sewage solids will be processed or deposited at the Southeast Farm/sprayfield.

E. Signage for the Southeast Farm/sprayfield will not exceed the minimum requirements of Chapter 62.610, Florida Administrative Code or the City's sign code, unless the parties agree otherwise.

F. If expansion of the sprayfield into Area B is sought by the City, the City will apply for site plan review through the City's Type B Site Plan Review process, as set out in the Zoning, Site Plan and Subdivision Regulations.

2. At any time that the City permanently discontinues the use of the Southeast Farm/sprayfield for treated effluent disposal, this Agreement shall terminate.

3. In consideration of the restrictions agreed to by the City in paragraph #1, the County shall withdraw, with prejudice, the Chapter 164 proceedings initiated against the City by vote of the Board of County Commissioners on October 22, 2002. The County further agrees to abide by the dispute resolution procedures set forth in paragraph #7 herein for all disputes arising out of this agreement.

4. This Agreement may be amended by mutual agreement of the parties. Any amendment shall be in writing and signed by all parties. However, consent of the third party beneficiaries shall not be necessary to amend this Agreement.

5. The City recognizes the owners of the parcels listed on Exhibit C, and the successors in interest to each parcel listed on Exhibit C, whether residents of the City or County, as third party beneficiaries of this agreement. The third party beneficiaries shall have standing to enforce this Agreement.

6. Under no circumstances shall this Agreement be construed to give Leon County any official role in the development or control of the Southeast Farm/sprayfield activities.

7. DISPUTE RESOLUTION:

A. Upon approval by a majority vote from either the City Commission or the Board of County Commissioners to initiate this dispute resolution process, the parties shall attempt to resolve any disputes that arise under this Agreement in good faith and in accordance with this paragraph. The provisions of the "Florida Governmental Conflict Resolution Act" shall not apply to disputes under this Agreement, as an alternative dispute resolution process is hereby encompassed within paragraph 5, Dispute Resolution. The aggrieved Party shall give written notice to the other Party, setting forth the nature of the dispute, date of occurrence (if known), and proposed resolution, hereinafter referred to as the "Dispute Notice".

B. The appropriate City and County department heads shall meet at the earliest opportunity, but in any event within 10 days from the date the Dispute Notice is received, to discuss and resolve the dispute. If the dispute is resolved to the mutual satisfaction of both, the department heads shall report their decision, in writing, to the City Manager and the County Administrator.

C. If the department heads are unable to reconcile the dispute, they shall report their impasse to the City Manager and the County Administrator who shall then convene a meeting at their earliest opportunity, but in any event within 20 days following receipt of the Dispute Notice, to

attempt to reconcile the dispute.

D. If a dispute is not resolved by the foregoing steps within thirty (30) days after receipt of the Dispute Notice, unless such time is extended by mutual agreement of the parties, then either Party may require the dispute to be submitted to mediation by delivering written notice thereof (the "Mediation Notice") to the other Party. The mediator shall meet the qualifications set forth in Rule 10.010(c), Florida Rules for Mediators, and shall be selected by the parties within 10 days following receipt of the Mediation Notice. If agreement on a mediator cannot be reached in that 10-day period, then either Party can request that a mediator be selected by an independent conflict resolution organization, and such selection shall be binding on the parties. The costs of the mediator shall be borne equally by the parties.

E. If an amicable resolution of a dispute has not been reached within 60 calendar days following selection of the mediator, or by such later date as may be mutually agreed upon by the parties, then such dispute may be referred to binding arbitration by either party. Such arbitration shall be conducted in accordance with the Florida Arbitration Code (Chapter 682, Florida Statutes).

F. Such arbitration shall be initiated by delivery, from one party (the "Claimant") to the other (the "Respondent"), of a written demand therefore containing a statement of the nature of the dispute and the amount, if any, involved. The Respondent, within ten (10) days following its receipt of such demand, shall deliver an answering statement to the Claimant. After the delivery of such statements, either party may make new or different claims by providing the other with written notice thereof specifying the nature of such claims and the amount, if any, involved.

G. Within ten (10) days following the delivery of such demand, each party shall select an arbitrator and shall deliver written notice of that selection to the other. If either party fails to select

an arbitrator within such time, the other party may make application to the court for such appointment in accordance with the Florida Arbitration Code. Within ten (10) days following delivery of the last of such written notices, the two arbitrators so selected shall confer and shall select a third arbitrator.

H. The arbitration hearing shall be commenced in Leon County, Florida within sixty (60) days following selection of the third arbitrator. Except as may be specifically provided herein, the arbitration shall be conducted in accordance with Rules R-23 – R-48, of the Commercial Arbitration Rules of the American Arbitration Association.

IN WITNESS WHEREOF, the parties hereto have set their hands and seals on this _____ day of _____, 2003.

LEON COUNTY, FLORIDA

BY: _____
Tony Grippa, Chairman
Board of County Commissioners

ATTESTED BY:

BY: _____
Bob Inzer, Clerk of Court

APPROVED AS TO FORM:

BY: _____
Herbert W. A. Thiele
County Attorney

CITY OF TALLAHASSEE

John R. Marks, III, Mayor

ATTEST:

APPROVED AS TO FORM:

Gary Herndon, City Treasurer-Clerk
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James R. English, City Attorney

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CITY OF TALLAHASSEE SOUTHEAST FARM LEGAL DESCRIPTION

That property lying in Sections 25, 26, 36 and 35, Township 1 South, Range 1 East and Sections 29, 30, 31 and 32, Township 1 South, Range 2 East, all in Leon County, Florida, that lies South of Tram Road and north of the existing Florida Gas Transmission line described in Official Record Book 382, Page 515, said property being more particularly described as follows:

COMMENCE at a Terra Cotta monument marking the northwest corner of Section 26, Township 1 South, Range 1 East, Leon County, Florida; thence, along the westerly boundary line of said Section 26, South 00 degrees 46 minutes 48 seconds East 532.47 feet to a concrete monument (x top) marking the intersection with the southerly right-of-way boundary line of Tram Road and the **POINT OF BEGINNING**. From said **POINT OF BEGINNING** thence, along said southerly right-of-way boundary line the following fourteen (14) courses: South 76 degrees 51 minutes 34 seconds East 1432.72 feet to a set iron rod with cap; thence South 76 degrees 51 minutes 34 seconds East 1432.72 feet to a set iron rod with cap; thence South 76 degrees 51 minutes 34 seconds East 1432.72 feet to a 2 inch iron pipe filled with concrete; thence South 76 degrees 51 minutes 45 seconds East 2,000.14 feet to a 2 inch iron pipe filled with concrete; thence South 76 degrees 51 minutes 06 seconds East 2000.33 feet to a set iron rod with cap; thence South 76 degrees 51 minutes 06 seconds East 947.29 feet to a set iron rod with cap marking a point of curve to the left having a radius of 5531.57 feet; thence Southeasterly along said curve through a central angle of 09 degrees 30 minutes 45 seconds for an arc distance of 918.38 feet (the chord of said curve bears North 81 degrees 36 minutes 50 seconds West 917.32 feet) to a set iron rod with cap; thence South 86 degrees 21 minutes 58 seconds East 2177.23 feet to a set iron rod with cap; thence South 86 degrees 21 minutes 58 seconds East 2177.23 feet to a set iron rod with cap; thence South 86 degrees 21 minutes 58 seconds East 2177.23 feet to a set iron rod with cap; thence South 86 degrees 21 minutes 58 seconds East 1608.54 feet to a concrete monument (plain top); thence South 86 degrees 21 minutes 58 seconds East 568.69 feet to a concrete monument (plain top) marking a point of curve to the left having a radius of 3122.67 feet; thence Easterly and Northeasterly along said curve through a central angle of 20 degrees 16 minutes 24 seconds for an arc distance of 1104.92 feet (the chord of said curve bears North 83 degrees 30 minutes 30 seconds East for 1099.16 feet); thence North 73 degrees 20 minutes 49 seconds East 1633.46 feet to a set rebar and cap marking the intersection of said southerly right-of-way boundary line with the easterly boundary line of said Section 29; thence, leaving said southerly right-of-way boundary line of Tram Road, South 00 degrees 37 minutes 35 seconds West, along said easterly boundary line, a distance of 1288.13 feet to a St. Joe Paper Company concrete monument marking the southeast corner of the North Half of the Southeast Quarter of said Section 29; thence, continue along said easterly boundary line, South 00 degrees 10 minutes 01 seconds West 1319.08 feet to a St. Joe Paper Company concrete monument marking the southeast corner of said Section 29 and the northeast corner of said Section 32; thence, along the easterly boundary line of said Section 32 the following three (3) courses: South 00 degrees 02 minutes 47 seconds West 1328.20 to a set rebar and cap; thence South 00 degrees 02 minutes 47 seconds West 1328.20 to a set rebar and cap; thence : South 00 degrees 02 minutes 47 seconds West 1327.42 to a set rebar and cap marking an intersection with the northerly boundary line of said Florida Gas Transmission Company gas line, that lies in

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said Section 32, Township 1 South, Range 2 East, Leon County, Florida; thence, along said northerly boundary line that runs through said Sections 32 and 31 Township 1 South, Range 2 East and Sections 36 and 35, Township 1 South, Range 1 East the following twenty-eight (28) courses: thence South 82 degrees 11 minutes 48 seconds West 33.37 feet; thence South 89 degrees 02 minutes 15 seconds West 827.28 feet; thence South 88 degrees 56 minutes 57 seconds West 980.50 feet; thence South 74 degrees 38 minutes 35 seconds West 743.07 feet; thence South 74 degrees 37 minutes 57 seconds West 1134.64 feet; thence South 77 degrees 05 minutes 20 seconds West 656.47 feet; thence South 85 degrees 38 minutes 56 seconds West 403.76 feet; thence South 83 degrees 38 minutes 44 seconds West 618.36 feet; thence South 85 degrees 32 minutes 26 seconds West 1464.91 feet; thence North 85 degrees 57 minutes 46 seconds West 690.84 feet; thence South 83 degrees 27 minutes 22 seconds West 425.48 feet; thence South 73 degrees 41 minutes 37 seconds West 885.22 feet; thence South 72 degrees 52 minutes 19 seconds West 664.21 feet; thence North 77 degrees 41 minutes 23 seconds West 544.07 feet; thence South 89 degrees 11 minutes 56 seconds West 710.19 feet; thence South 87 degrees 16 minutes 04 seconds West 474.94 feet; thence South 89 degrees 08 minutes 14 seconds West 1839.01 feet; thence North 85 degrees 26 minutes 26 seconds West 496.41 feet; thence North 87 degrees 18 minutes 04 seconds West 1465.91 feet; thence North 88 degrees 50 minutes 46 seconds West 1022.99 feet; thence North 87 degrees 42 minutes 33 seconds West 1289.83 feet; thence South 84 degrees 37 minutes 32 seconds West 687.58 feet; thence South 86 degrees 18 minutes 22 seconds West 655.39 feet; thence North 88 degrees 47 minutes 55 seconds West 137.80 feet; thence South 89 degrees 48 minutes 48 seconds West 636.72 feet; thence South 89 degrees 06 minutes 59 seconds West 554.28 feet; thence South 89 degrees 33 minutes 36 seconds West 518.60 feet; thence North 87 degrees 40 minutes 00 seconds West 867.86 feet to an intersection with the westerly boundary line of said Section 35, Township 1 South, Range 1 East; thence, along said westerly boundary line the following four (4) courses: North 00 degrees 39 minutes 54 seconds West 1239.52 feet to a set rebar and cap; thence North 00 degrees 39 minutes 54 seconds West 1329.98 feet to a set rebar and cap; thence North 00 degrees 39 minutes 54 seconds West 1329.98 feet to a set rebar and cap; thence North 00 degrees 39 minutes 54 seconds West 1329.98 feet to a St Joe concrete monument marking the northwest corner of said Section 35 also being the southwest corner of said Section 26; thence, along the westerly boundary line of said Section 26 the following four (4) courses: North 00 degrees 47 minutes 33 seconds East 1318.65 feet to a set rebar and cap; thence North 00 degrees 47 minutes 33 seconds East 1318.65 feet to a set rebar and cap; thence North 00 degrees 47 minutes 33 seconds East 1318.65 feet to a set rebar and cap; thence North 00 degrees 47 minutes 33 seconds East 786.20 feet to the POINT OF BEGINNING; Containing 3,829.05 acres, more or less.

PLUS

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EXHIBIT A

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Exhibit "A"

Attachment # 1
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PARCEL 1

A portion of that property lying in Sections 35 and 36, Township 1 South, Range 1 East and Sections 31 and 32, Township 1 South, Range 2 East and Section 6, Township 2 South, Range 2 East, all in Leon County, Florida, that lies South of the existing Florida Gas Transmission property described in Official Record Book 382, Page 515 and north of the southerly boundary lines of said Sections, except Section 6, said property being more particularly described as follows:

COMMENCE at a Terra Cotta monument marking the northwest corner of Section 26, Township 1 South, Range 1 East, Leon County, Florida; thence, along the westerly boundary line of said Section 26, South 00 degrees 46 minutes 48 seconds East 532.47 feet to a concrete monument (x top) marking the intersection with the southerly right-of-way boundary line of Tram Road; thence, continue along said westerly boundary line, South 00 degrees 47 minutes 33 seconds East 4,742.15 feet to a concrete monument accepted as marking the Southwest corner of Section 26, Township 1 South, Range 1 East, also being the Northwest corner of Section 35, Township 1 South, Range 1 East; thence, along the westerly boundary line of said Section 35, South 00 degrees 39 minutes 54 seconds West 3748.56 feet to a iron rod with cap (stamped CITY OF TLH PROP. CORNER) marking the intersection with the southerly boundary line of that property owned by Florida Gas Transmission Company, recorded in Official Record Book 382, at Page 515 and being the POINT OF BEGINNING. From said POINT OF BEGINNING thence, along said southerly boundary line the following twenty-two (22) courses: South 87 degrees 40 minutes 00 seconds East 867.01 feet to a iron rod with cap (stamped CITY OF TLH PROP. CORNER); thence North 89 degrees 33 minutes 36 seconds East 519.44 feet to a iron rod with cap (stamped CITY OF TLH PROP. CORNER); thence North 89 degrees 06 minutes 59 seconds East 554.21 feet to a iron rod with cap (stamped CITY OF TLH PROP. CORNER); thence North 89 degrees 48 minutes 48 seconds East 636.17 feet to a iron rod with cap (stamped CITY OF TLH PROP. CORNER); thence South 88 degrees 47 minutes 55 seconds East 138.72 feet to a iron rod with cap (stamped CITY OF TLH PROP. CORNER); thence North 86 degrees 18 minutes 22 seconds East 657.12 feet to a iron rod with cap (stamped CITY OF TLH PROP. CORNER); thence North 84 degrees 37 minutes 32 seconds East 686.01 feet to a iron rod with cap (stamped CITY OF TLH PROP. CORNER); thence South 87 degrees 42 minutes 33 seconds East 1288.12 feet to a iron rod with cap (stamped CITY OF TLH PROP. CORNER); thence South 88 degrees 50 minutes 46 seconds East 1022.89 feet to a iron rod with cap (stamped CITY OF TLH PROP. CORNER); thence South 87 degrees 18 minutes 04 seconds East 1465.02 feet to a iron rod with cap (stamped CITY OF TLH PROP. CORNER); thence South 85 degrees 26 minutes 26 seconds East 497.34 feet to a iron rod with cap (stamped CITY OF TLH PROP. CORNER); thence North 89 degrees 08 minutes 14 seconds East 1840.92 feet to a iron rod with cap (stamped CITY OF TLH PROP. CORNER); thence North 87 degrees 16 minutes 04 seconds East for 474.93 feet to a iron rod with cap (stamped CITY OF TLH PROP. CORNER); thence North 89 degrees 11 minutes 56 seconds East 706.24 feet to a iron rod with cap (stamped CITY OF TLH PROP. CORNER); thence South 77 degrees 41 minutes 23 seconds East 548.50 feet to a iron rod with cap (stamped CITY OF TLH PROP. CORNER); thence North 72 degrees 52 minutes 19 seconds East 671.88 feet to a iron rod with cap (stamped CITY OF TLH PROP. CORNER); thence North 73 degrees 41 minutes 37 seconds East 882.45 feet to a iron rod with cap (stamped CITY OF TLH PROP. CORNER); thence North 83 degrees 27 minutes 22 seconds East 420.14 feet to a iron rod with cap (stamped CITY OF TLH PROP. CORNER); thence South 85 degrees 57 minutes 46 seconds East 690.30 feet to a iron rod with cap (stamped CITY OF TLH PROP. CORNER); thence North 85 degrees 32 minutes 26 seconds East for 1467.64 feet to a iron rod with cap (stamped CITY OF TLH PROP. CORNER); thence North 83 degrees 38 minutes 44 seconds East 618.33 feet to a iron rod with cap (stamped CITY OF TLH PROP. CORNER); thence North 85 degrees 38 minutes 56 seconds East 332.26 feet to a iron rod with cap (stamped CITY OF TLH PROP. CORNER) marking the intersection with a line running approximately 1.00 foot south of an existing fence; thence, leaving said southerly boundary line, along a line approximately 1.00 foot south of said existing fence the



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following ten (10) courses: South 82 degrees 34 minutes 57 seconds West 324.82 feet to an iron rod with cap (stamped CITY OF TLH PROP. CORNER); thence South 82 degrees 55 minutes 41 seconds West 849.16 feet to a iron rod with cap (stamped CITY OF TLH PROP. CORNER); thence South 82 degrees 36 minutes 39 seconds West 488.54 feet to a iron rod with cap (stamped CITY OF TLH PROP. CORNER); thence South 85 degrees 37 minutes 19 seconds West 489.01 feet to a iron rod with cap (stamped CITY OF TLH PROP. CORNER); thence North 87 degrees 42 minutes 34 seconds West 961.46 feet to a iron rod with cap (stamped CITY OF TLH PROP. CORNER); thence South 83 degrees 42 minutes 52 seconds West 349.21 feet to a iron rod with cap (stamped CITY OF TLH PROP. CORNER); thence South 76 degrees 36 minutes 46 seconds West 312.87 feet to a iron rod with cap (stamped CITY OF TLH PROP. CORNER); thence South 73 degrees 02 minutes 36 seconds West 625.69 feet to a iron rod with cap (stamped CITY OF TLH PROP. CORNER); thence South 72 degrees 19 minutes 32 seconds West 671.81 feet to a iron rod with cap (stamped CITY OF TLH PROP. CORNER); thence North 76 degrees 06 minutes 42 seconds West 315.77 feet to a iron rod with cap (stamped CITY OF TLH PROP. CORNER) marking the intersection with the southerly boundary line of said Section 31, Township 1 South, Range 2 East; thence, along said southerly boundary line, South 89 degrees 54 minutes 08 seconds West 955.60 feet to a concrete monument marking the southwest corner of Section 31, Township 1 South, Range 2 East and the southeast corner of said Section 36, Township 1 South, Range 1 East; thence, along the southerly boundary line of said Section 36, North 89 degrees 53 minutes 39 seconds West 5,284.77 feet to a concrete monument marking the southwest corner of said Section 36 and also the southeast corner of Section 35, Township 1 South, Range 1 East; thence, along the southerly boundary line of said Section 35, North 89 degrees 19 minutes 44 seconds West 5,348.74 feet to a concrete monument marking the southwest corner of said Section 35; thence, along the westerly boundary line of said Section 35, North 00 degrees 39 minutes 54 seconds West 60.42 feet to the POINT OF BEGINNING: / . |

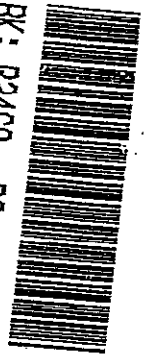
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PARCEL 2

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A portion of that property lying in Sections 32, Township 1 South, Range 2 East, Leon County, Florida, that lies South of the existing Florida Gas Transmission property described in Official Record Book 382, Page 515 and north of the southerly boundary line of said Section 32, said property being more particularly described as follows:

COMMENCE at a Terra Cotta monument marking the northwest corner of Section 26, Township 1 South, Range 1 East, Leon County, Florida; thence, along the westerly boundary line of said Section 26, South 00 degrees 46 minutes 48 seconds East 532.47 feet to a concrete monument (x top) marking the intersection with the southerly right-of-way boundary line of Tram Road; thence, continue along said westerly boundary line, South 00 degrees 47 minutes 33 seconds East 4,742.15 feet to a concrete monument accepted as marking the Southwest corner of Section 26, Township 1 South, Range 1 East, also being the Northwest corner of Section 35, Township 1 South, Range 1 East; thence, along the westerly boundary line of said Section 35, South 00 degrees 39 minutes 54 seconds West 3748.56 feet to a iron rod with cap (stamped CITY OF TLH PROP. CORNER) marking the intersection with the southerly boundary line of that property owned by Florida Gas Transmission Company, recorded in Official Record Book 382, at Page 515; thence, along said southerly boundary line the following twenty-two (22) courses: South 87 degrees 40 minutes 00 seconds East 867.01 feet to a iron rod with cap (stamped CITY OF TLH PROP. CORNER); thence North 89 degrees 33 minutes 36 seconds East 519.44 feet to a iron rod with cap (stamped CITY OF TLH PROP. CORNER); thence North 89 degrees 06 minutes 59 seconds East 554.21 feet to a iron rod with cap (stamped CITY OF TLH PROP. CORNER); thence North 89 degrees 48 minutes 48 seconds East 636.17 feet to a iron rod with cap (stamped CITY OF TLH PROP. CORNER); thence South 88 degrees 47 minutes 55 seconds East 138.72 feet to a iron rod with cap (stamped CITY OF TLH PROP. CORNER); thence North 86 degrees 18 minutes 22 seconds East 657.12 feet to a iron rod with cap (stamped CITY OF TLH PROP. CORNER); thence North 84 degrees 37 minutes

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32 seconds East 686.01 feet to a iron rod with cap (stamped CITY OF TLH PROP. CORNER); thence South 87 degrees 42 minutes 33 seconds East 1288.12 feet to a iron rod with cap (stamped CITY OF TLH PROP. CORNER); thence South 88 degrees 50 minutes 46 seconds East 1022.89 feet to a iron rod with cap (stamped CITY OF TLH PROP. CORNER); thence South 87 degrees 18 minutes 04 seconds East 1465.02 feet to a iron rod with cap (stamped CITY OF TLH PROP. CORNER); thence South 85 degrees 26 minutes 26 seconds East 497.34 feet to a iron rod with cap (stamped CITY OF TLH PROP. CORNER); thence North 89 degrees 08 minutes 14 seconds East 1840.92 feet to a iron rod with cap (stamped CITY OF TLH PROP. CORNER); thence North 87 degrees 16 minutes 04 seconds East for 474.93 feet to a iron rod with cap (stamped CITY OF TLH PROP. CORNER); thence North 89 degrees 11 minutes 56 seconds East 706.24 feet to a iron rod with cap (stamped CITY OF TLH PROP. CORNER); thence South 77 degrees 41 minutes 23 seconds East 548.50 feet; thence North 72 degrees 52 minutes 19 seconds East 671.88 feet to a iron rod with cap (stamped CITY OF TLH PROP. CORNER); thence North 73 degrees 41 minutes 37 seconds East 882.45 feet to a iron rod with cap (stamped CITY OF TLH PROP. CORNER); thence North 83 degrees 27 minutes 22 seconds East 420.14 feet to a iron rod with cap (stamped CITY OF TLH PROP. CORNER); thence South 85 degrees 57 minutes 46 seconds East 690.30 feet to a iron rod with cap (stamped CITY OF TLH PROP. CORNER); thence North 85 degrees 32 minutes 26 seconds East for 1467.64 feet to a iron rod with cap (stamped CITY OF TLH PROP. CORNER); thence North 83 degrees 38 minutes 44 seconds East 618.33 feet to a iron rod with cap (stamped CITY OF TLH PROP. CORNER); thence North 85 degrees 38 minutes 56 seconds East 405.48 feet; thence North 77 degrees 05 minutes 20 seconds East 382.41 feet to an intersection with a line running approximately 1.00 foot south of an existing fence, and being the POINT OF BEGINNING. From said POINT OF BEGINNING; thence, continue along said southerly boundary line the following ten (10) courses: North 77 degrees 05 minutes 20 seconds East 276.95 feet to a iron rod with cap (stamped CITY OF TLH PROP. CORNER); thence North 74 degrees 37 minutes 50 seconds East 1135.28 feet to a iron rod with cap (stamped CITY OF TLH PROP. CORNER); thence North 74 degrees 38 minutes 35 seconds East 739.30 feet to a iron rod with cap (stamped CITY OF TLH PROP. CORNER); thence North 88 degrees 56 minutes 57 seconds East 976.72 feet to a iron rod with cap (stamped CITY OF TLH PROP. CORNER); thence North 89 degrees 02 minutes 15 seconds East 829.05 feet to a iron rod with cap (stamped CITY OF TLH PROP. CORNER); thence North 82 degrees 11 minutes 48 seconds East 31.03 feet to a iron rod with cap (stamped CITY OF TLH PROP. CORNER) lying on the easterly boundary line of said Section 32; thence South 00 degrees 02 minutes 47 seconds West 7.14 feet to a iron rod with cap (stamped CITY OF TLH PROP. CORNER); thence, along a line approximately 1.00 foot south of said existing fence the following seven (7) courses: South 85 degrees 05 minutes 58 seconds West 755.14 feet to a iron rod with cap (stamped CITY OF TLH PROP. CORNER); thence North 89 degrees 46 minutes 48 seconds West 973.63 feet to a iron rod with cap (stamped CITY OF TLH PROP. CORNER); thence South 83 degrees 29 minutes 54 seconds West 322.06 feet to a iron rod with cap (stamped CITY OF TLH PROP. CORNER); thence South 75 degrees 11 minutes 12 seconds West 517.20 feet to a iron rod with cap (stamped CITY OF TLH PROP. CORNER); thence South 74 degrees 36 minutes 22 seconds West 462.96 feet to a iron rod with cap (stamped CITY OF TLH PROP. CORNER); thence South 74 degrees 52 minutes 29 seconds West 675.68 feet to a iron rod with cap (stamped CITY OF TLH PROP. CORNER); thence South 77 degrees 40 minutes 21 seconds West 275.46 feet to the POINT OF BEGINNING;

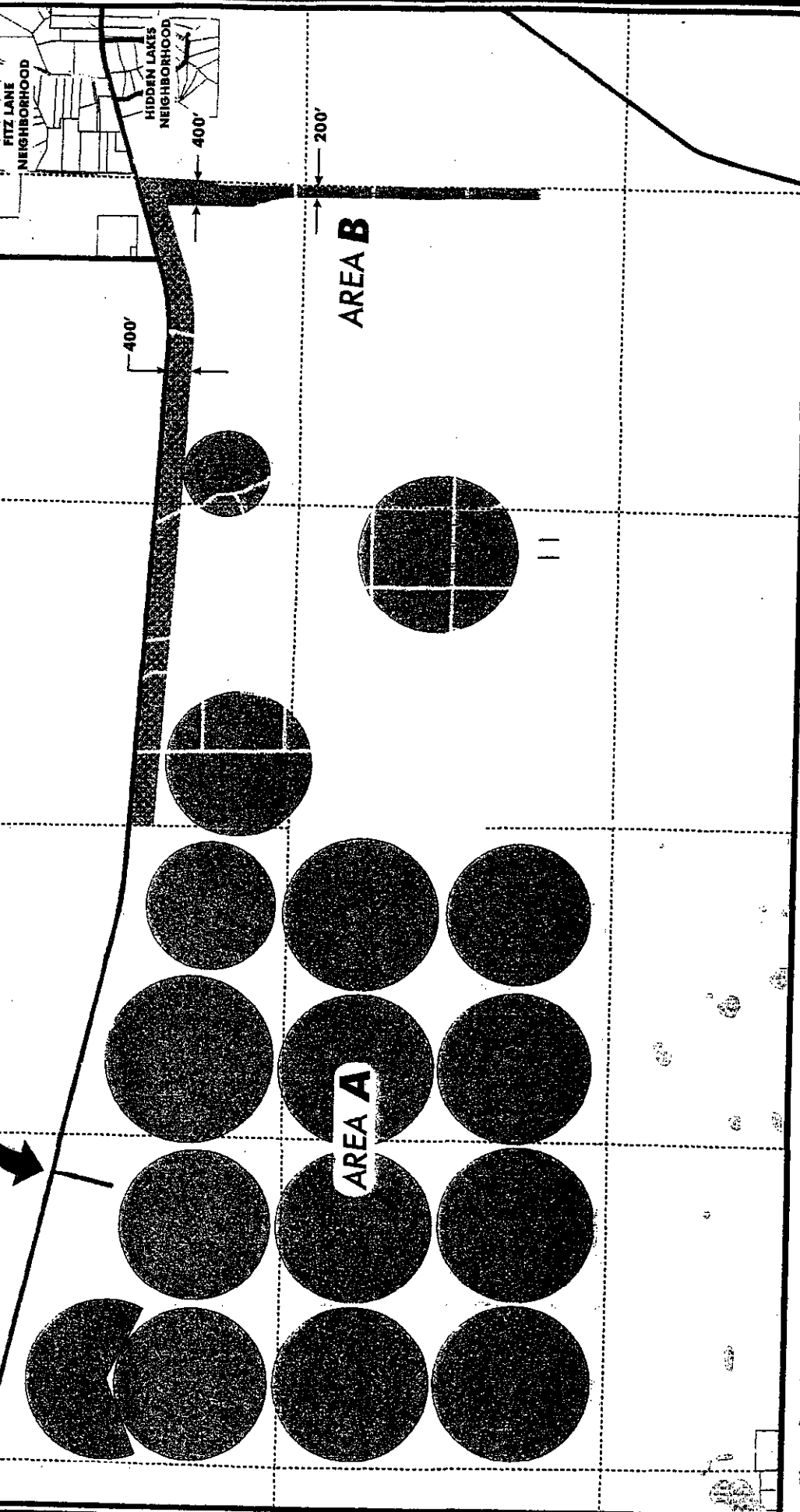
SUBJECT TO A 40 FOOT WIDE GAS EASEMENT RUNNING CONTIGUOUSLY WITH AND SOUTHERLY OF THE SOUTHERLY BOUNDARY LINE OF THAT PROPERTY OWNED BY THE FLORIDA GAS TRANSMISSION COMPANY, RECORDED IN OFFICIAL RECORD BOOK 1714, PAGE 1635 OF THE PUBLIC RECORDS OF LEON COUNTY, FLORIDA.

EXHIBIT A
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EXHIBIT B

MAIN
ENTRANCE



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Southeast Farm/Sprayfield

City of Tallahassee
Your Own Utilities



NOTE: The purpose of this map is to show the location of the proposed project. It is not intended to show the location of the project relative to the surrounding area. The map is not to be used for any other purpose.

Exhibit C

List of properties, owners of which will be recognized as third party beneficiaries to the Southeast Farm/sprayfield Memorandum of Agreement between Leon County and the City of Tallahassee.

[To be provided.]